

1 All they know is the MP and XX is Verizon's.

2 So, today what they do is they turn around
3 and continue to bill Verizon for that call that the
4 UNE-P originated. And in our proposal and what we
5 are doing today is we assess the charges to the
6 originating UNE-P, and what we do is we assess a
7 terminating charge to cover what that
8 facility-based CLEC is going to charge Verizon for
9 terminating that call.

10 MS. PREISS: Which is what?

11 MR. GABRIELLI: Which is an unbundled
12 termination rate. It's basically made up of a
13 composite rate of what we pay all the
14 facility-based CLECs we deal with, because we are
15 going to pay them because they are going to charge
16 us for terminating that call because they know no
17 different, and we are just trying to recover that
18 cost from the UNE-P that originated the call.

19 MS. PREISS: Okay. What's your response
20 to that, Mr. Kirchberger?

21 MR. KIRCHBERGER: In AT&T's proposal that
22 they would simplify the process and they would then

1 collect the call termination from the third
2 party--excuse me. No. They would pay the call
3 termination from the third party, and then bill us
4 the appropriate call usage charge for the
5 originating minute, and the appropriate tandem
6 switching and transport charges.

7 MS. PREISS: You would pay your UNE-P
8 switching charge, and you would pay tandem
9 switching--unbundled tandem switching and unbundled
10 transport? AT&T would pay that to Verizon for that
11 call?

12 MR. KIRCHBERGER: Yes, I believe based on
13 how the call was described, without seeing the
14 exact diagram.

15 MS. PREISS: I'm trying to understand the
16 difference between AT&T and Verizon's position.
17 AT&T would pay unbundled--UNE-P switching,
18 unbundled transport and tandem switching.
19 Verizon's proposal is instead a composite, blended
20 reciprocal compensation rate that would reflect
21 unbundled transport and unbundled switching.

22 Is your proposal, Mr. Gabrielli, different

1 from Mr. Kirchberger's?

2 MR. GABRIELLI: Little bit different.

3 When I was say "composite," I was strictly talking
4 about terminating the UNE rate that we are charging
5 the UNE-P customers. In other words, we would
6 charge originating local switching, a common
7 transport, the commonly transport rate elements,
8 and a terminating local switching. In other words,
9 we recover our costs for transitting that call, and
10 we also are recovering the terminating charges that
11 we are ultimately going to be billed from the
12 facility-based CLEC.

13 And the difference in our plan and what
14 AT&T is proposing is AT&T doesn't want to pay for
15 that terminating cost that we are going to be
16 billed. They just want to pay for the originating
17 local switching and the common transport and tandem
18 switching, if applicable, but there is no recovery
19 of the terminating costs we are going to pay that
20 facility-based CLEC.

21 MS. PREISS: Mr. Kirchberger, how does
22 Verizon recover its termination liability that it

1 will incur from the other CLEC?

2 MR. KIRCHBERGER: I don't have an answer
3 for that right now without researching it with the
4 experts on this. I apologize. But rather than
5 guess...

6 MR. MOON: Pursuant to recent developments
7 in the New York Public Service Commission in July
8 that Verizon refers to in its answer, what are the
9 current agreements between AT&T and Verizon on this
10 type of scenario in other jurisdictions, including
11 New York? And was that ruling satisfactory to both
12 parties? Starting with Verizon.

13 MR. GABRIELLI: We discussed many of these
14 same issues in New York, and the outcome of that
15 was there was an open docket currently with the FCC
16 0192 for intercarrier comp, and they were not going
17 to prevailing--how did they put it? They said
18 their order was the prevailing practices would
19 continue, which is the scenarios I described today
20 where we are billing UNE charges--very similar
21 elements in New York as we are in Virginia.

22 MR. MOON: One of the predicates

1 apparently to that reasoning is what you said
2 earlier about the fact that it's hard to know when
3 an AT&T UNE-P customer calls into a CLEC, that CLEC
4 bills Verizon because it can't determine that the
5 call came from an AT&T UNE-P customer. However, in
6 the New York proceeding, AT&T pointed out that in
7 Texas, for example, such determinations are being
8 made.

9 In Virginia, is it possible for that CLEC
10 currently to determine whether the call came from
11 Verizon or an AT&T UNE-P customer?

12 MR. GABRIELLI: No, and I don't know how a
13 carrier would know that 10-digit number and who it
14 belonged to in Texas, either.

15 MR. MOON: So, the assertion may have been
16 wrong in New York?

17 MR. GABRIELLI: I don't know how they
18 would do it. There is an open issue on OBF on how
19 to identify these customers now, but it's not
20 resolved yet.

21 MR. MOON: And AT&T, to whatever extent
22 you have familiarity with that proceeding and how

1 this is being dealt with in New York, do you have
2 comments on that?

3 MR. KIRCHBERGER: My familiarity is almost
4 zero, but my understanding is that Verizon was
5 correct in the response that the status quote was
6 kind of left. And I know that we weren't happy
7 with that in New York, but we could live with it.

8 MS. PREISS: Could you live with it here?

9 MR. KIRCHBERGER: If that's what the
10 Commission ordered, we would have to live with it.

11 MS. PREISS: That wasn't exactly my
12 question.

13 MR. KIRCHBERGER: We could live with it,
14 if you ordered it that way, but it wasn't in our
15 original request.

16 MR. MOON: To the extent that tandem
17 transit service has brought up an issue in 31, I
18 wanted to also defer to Praveen, who may have a
19 question as it relates to that issue.

20 MR. GOYAL: I will save those questions.

21 MR. STANLEY: Do you want to save all your
22 questions?

1 MR. GOYAL: Yes.

2 MS. PREISS: Then we are done.

3 MR. DYGART: Do counsel have any
4 re-examination they would like to undertake?

5 MR. KEFFER: No more than an hour, hour
6 and a half.

7 MR. DYGART: We may not be able to
8 accommodate that.

9 MR. KEFFER: No, we have none.

10 MR. DYGART: Thank you. This panel is
11 excused.

12 (Off the record.)

13 MR. DYGART: Back on the record.

14 Just for purposes of the record, we have
15 just completed subpanel two, which was issues V-3,
16 V-4, and V-4-A. We are now moving to subpanel
17 three, which is issues V-7, V-12, V-12-A and V-13.
18 And I think during the break we agreed that Verizon
19 would go first on cross.

20 So, would the witnesses please identify
21 themselves for the record, and then we will have
22 you sworn.

1 MS. SHOCKET: Alice Shocket for Verizon.

2 MR. SOLIS: William Solis for AT&T.

3 Whereupon,

4 ALICE SHOCKET

5 WILLIAM SOLIS

6 were called for examination by counsel for
7 Commission and, after having been duly sworn by the
8 notary public, were examined and testified as
9 follows:

10 CROSS-EXAMINATION

11 MR. GARY: Mr. Solis, one of your points
12 you make in your testimony is that AT&T supports a
13 three calendar day porting interval for ports of
14 less than five lines; is that right?

15 MR. SOLIS: Yes.

16 MR. GARY: Now, would you turn to page
17 five of your testimony, please. And this is your
18 direct testimony, and I believe it's Exhibit AT&T 6
19 or 6-P, depending on whether you have the
20 proprietary version or not.

21 On line 11, you reference Qwest recently
22 agreed to a three-day porting interval for ports of

1 less than five POTS lines; is that correct?

2 MR. SOLIS: Yes.

3 MR. GARY: You cite that in the question
4 talking about three calendar days, so is it your
5 impression that Qwest's porting interval for less
6 than five lines is three calendar days?

7 MR. SOLIS: As it states here, it's three
8 business days.

9 MR. GARY: Qwest is three business days?

10 MR. SOLIS: Currently that's what it says,
11 as per this attachment.

12 MR. GARY: Yes, so is that a change? It
13 seemed to me--and maybe I'm confused, but it seemed
14 to me you were putting the Qwest side was three
15 calendar days when it's, in fact, three business
16 days.

17 MR. SOLIS: The three business days that
18 are stated within this attachment of Qwest is
19 relative to the fact that we look at the business
20 days counting from the day of the LSR is actually
21 submitted so that three business days starts on day
22 one, which is concurrent to three calendar days, is

1 my understanding.

2 MR. GARY: Well, if you submit an LSR on
3 Friday, three calendar days strikes me as Monday.
4 Three business days strikes me as Tuesday or
5 Wednesday, depending on how you count it.

6 Is there a difference between calendar
7 days and business days?

8 I'm trying to figure out what your
9 position really is. Is it calendar days or
10 business days?

11 MR. SOLIS: My position is the request is
12 for three calendar days, calendar days being
13 started from the date that an accurate LSR is sent
14 across, local service request, to Verizon. In this
15 case, that would be counted as day one, day two
16 would be tomorrow, and day three would be the
17 following day, which would be consistent with three
18 calendar days.

19 MR. GARY: And is it your position that
20 that is Qwest's porting intervals in the Qwest
21 territories?

22 MR. SOLIS: That is my understanding.

1 MR. GARY: If I look at that chart on line
2 16 on page 5 where it says "service interval,"
3 three business days, your testimony is that that's
4 the equivalent of three calendar days?

5 MR. SOLIS: It is my understanding that
6 Qwest has agreed to the three business day interval
7 being three calendar days, that is correct.

8 MR. GARY: Let me hand you a document, and
9 this is one we sent you the other night.

10 I would like to have this marked as
11 Verizon Virginia 35, I believe.

12 (Verizon Exhibit No. 35 was
13 marked for identification.)

14 MR. GARY: Do you have this, Mr. Solis?

15 MR. SOLIS: I do not.

16 MR. GARY: Mr. Solis, if you haven't seen
17 this before, take a couple of minutes and review
18 this. I want to verify with you that this is Qwest
19 Service Interval Guide for Resale and
20 Interconnection Services.

21 I take it you have not seen this document
22 before?

1 MR. SOLIS: I briefly seen this document,
2 yes, I have.

3 MR. GARY: Would you agree with me that it
4 is Qwest Communication Service Interval Guide for
5 Resale and Interconnection Services?

6 MR. SOLIS: Yes, I would.

7 MR. GARY: Now, I have excerpted this, and
8 I gave you the couple of pages of the index, but
9 then I have Xeroxed page 76, if you would turn to
10 the last page in here.

11 MR. DYGART: What exhibit number is this?

12 MR. GARY: 35, Verizon Virginia Exhibit
13 Number 35.

14 Now, Mr. Solis, in your understanding of
15 this, is this the Qwest communications number
16 portability chart?

17 MR. SOLIS: Yes, that is my understanding.

18 MR. GARY: And a simple port for one to
19 five lines, which is the top line of the chart, we
20 again see three business days.

21 Is that equivalent to what is in your
22 testimony on page five, line 16 and 17?

1 MR. SOLIS: Yes, that seems consistent.

2 MR. GARY: That is consistent?

3 MR. SOLIS: Yes.

4 MR. GARY: Now, for lines in Qwest
5 territory of six to fifty, Qwest takes four
6 business days; is that correct?

7 MR. SOLIS: That's what this page 76
8 indicates, that's correct.

9 MR. GARY: Now, are you familiar with
10 Verizon Virginia's proposal in this case as to how
11 many business days it takes to port certain numbers
12 of lines?

13 MR. SOLIS: Yes, I am.

14 MR. GARY: Now, for Verizon, is it your
15 understanding that for up to 50 lines it's three
16 business days?

17 MR. SOLIS: So I don't get this incorrect,
18 I would like to reference...

19 MS. BALDANZI: Perhaps you could direct
20 him to place in the Verizon testimony.

21 MR. GARY: Yes, it's in the UNE subpanel
22 direct testimony Exhibit 1, page 25, which is a

1 chart at the top of the page.

2 MR. SOLIS: I have it on page 21, I
3 believe. There's a numbering problem.

4 MR. GARY: But you do see the chart?

5 MR. SOLIS: Yes, I do.

6 MR. GARY: So, for 50 lines in Verizon
7 Virginia, their service interval is three business
8 days and Qwest's is four business days; is that
9 correct?

10 MR. SOLIS: Yes, that would be correct,
11 with respect to Qwest interval.

12 MR. GARY: And for 51 or more lines for
13 Qwest, that, I take it, would be individual case
14 basis, and that would be subject to whatever I
15 guess Qwest and the customer works out? Is that
16 how you would understand that?

17 MR. SOLIS: Qwest--and can you clarify
18 from the customer perspective--

19 MR. GARY: I would assume from the CLEC
20 that's asking the numbers to be ported, they would
21 negotiate an interval.

22 MR. SOLIS: That appears to be consistent.

1 MR. GARY: In Verizon Virginia's proposal
2 in this case, the individual negotiations to
3 determine the porting interval doesn't begin until
4 it's more than 200 lines; is that correct?

5 MR. SOLIS: That is my understanding.

6 MR. GARY: You also cite in your testimony
7 the number of portability administration working
8 groups. Do you recall that? And I believe you
9 cited in the report--or AT&T does in the initial
10 petition for arbitration?

11 MR. SOLIS: Yes, I'm familiar with that.

12 MR. GARY: Now, what is that group?

13 MR. SOLIS: As I understand it, it's a
14 group of individuals made up from the different
15 CLECs, the different ILECs and those carriers that
16 have a reason to port in or port out. And it's a
17 working group that looks to--to resolve issues on
18 their portability.

19 MR. GARY: Do you know whether AT&T is a
20 member or not?

21 MR. SOLIS: Yes, AT&T is a member of that,
22 is my understanding.

1 MR. GARY: And in the report that you
2 cite, which was a November 2000 report,
3 September 30th, 2000, report, is that what you
4 cite?

5 MS. BALDANZI: For clarification, I don't
6 know it's cited in his testimony, but in the
7 petition.

8 MR. GARY: Are you responsible for that
9 part of the petition?

10 MR. SOLIS: Can you clarify "responsible."

11 MR. GARY: Were you familiar with the
12 response to this issue in the petition that was
13 filed on April 23rd by AT&T?

14 MR. SOLIS: Yes.

15 MR. GARY: So, you're familiar with the
16 number of portability administration working group?

17 MR. SOLIS: Yes, I am.

18 MR. GARY: And I think you're familiar
19 that they reviewed but did not change the three
20 business day porting interval for simple lines?

21 MR. SOLIS: Yes, I'm aware that that
22 report written in September of 2000, and obviously

1 discussed in previous meetings, which is about a
2 year old, did find or recommend that reporting
3 intervals for simple POTS lines not be changed at
4 that time. From an operational perspective,
5 technically it's feasible to do that. I think the
6 industry has matured over time. And in the simple
7 POTS lines, translations only, that work can be
8 done. In fact, in practice, we are seeing
9 technically that in different locations, in fact
10 even in the Pennsylvania area, in the Pittsburgh
11 area, we are getting more commitments back on our
12 request when a valid LSR is sent in that come back
13 in minutes or in several hours, which definitely
14 facilitates the time frame needed to actually go
15 ahead and quickly and efficiently go ahead and
16 transfer that service within three calendar days.

17 MR. GARY: Has the local portability
18 administration working group changed its
19 recommendations since the September 2000 report?

20 MR. SOLIS: Not to my knowledge. It has
21 not changed that position.

22 MR. GARY: No further questions.

1 CROSS-EXAMINATION

2 MS. BALDANZI: Ms. Shocket, I'm Stephanie
3 Baldanzi from AT&T. I have a few questions for you
4 about porting.

5 First off, in your rebuttal testimony at
6 page 25, lines 4 through 6, you state, and I quote,
7 (reading) Verizon does not generally provide
8 after-hours or weekend porting for either CLECs or
9 its retail general consumer and business services.

10 My question to you is: Verizon stated
11 they do not generally port for their own retail or
12 end-user customers. Does that mean that we can,
13 therefore, assume that Verizon does, in fact,
14 provide after-hours porting for some CLECs and for
15 some end-user customers off-hours?

16 MS. SHOCKET: Yes.

17 MS. BALDANZI: Thank you.

18 Would you agree that many customers who
19 change service from Verizon to AT&T wish to port
20 their number with them, a common occurrence?

21 MS. SHOCKET: Yes, I would agree.

22 MS. BALDANZI: And Verizon installs

1 service for residential and business customers on
2 weekends and the off-hours?

3 MS. SHOCKET: Not on a general basis.

4 MS. BALDANZI: But you do do it in
5 Virginia?

6 MS. SHOCKET: On a prearranged basis.

7 MS. BALDANZI: And Verizon provides repair
8 to its Virginia customers to maintain dial tone for
9 their customers on the weekends and off-hours;
10 correct?

11 MS. SHOCKET: Yes.

12 MS. BALDANZI: For AT&T to install
13 customer service on the weekends--I'm sorry, strike
14 that.

15 Wouldn't you agree that if Verizon is
16 installing and repairing service for its end users
17 on the weekends and off-hours, that that is the
18 functional equivalent of Verizon supporting number
19 portability so as to allow a CLEC to install
20 service for an end user during off-hours?

21 MS. SHOCKET: No, I don't agree.

22 MS. BALDANZI: Thank you.

1 Could you describe for the Commission
2 briefly what a snap-back or throw-back is.

3 MS. SHOCKET: A snap-back would be a
4 situation where a number was ported from one
5 service provider to another service provider, and
6 the activity in the activate and the number
7 portability administration center database was
8 completed, and the new service provider for
9 whatever reason wants to return the number to the
10 losing service provider, it would be what we call a
11 snap-back or a throw-back.

12 MS. BALDANZI: Typically, the snap-backs
13 or the throw-backs happen between the time frame
14 the winning carrier installing service and the
15 losing carrier removing the translations from the
16 losing carrier switch; correct?

17 MS. SHOCKET: Yes.

18 MS. BALDANZI: Are you aware that AT&T has
19 requested technical support during the off-hours
20 and that that technical support includes the need
21 for snap-backs?

22 MS. SHOCKET: Yes, I am.

1 MS. BALDANZI: And AT&T could request a
2 snap-back for any number of reasons, including, for
3 example, the AT&T repair person or installation
4 technician shows up and the customer is not on the
5 premises; correct?

6 MS. SHOCKET: Well, if the AT&T technician
7 showed up at the customer's premises, and we had a
8 porting out or Verizon had a porting out order
9 dated for today, and there was no access by the
10 AT&T technician, we would expect that the AT&T
11 communications personnel, whoever they are, would
12 get in touch with our coordination center, and put
13 a delay on that port, so there would be no need for
14 snap-back.

15 MS. BALDANZI: Okay. If Verizon does not
16 provide snap-back support during off-hours, AT&T
17 risks not being able to ensure a customer's dial
18 tone; do you agree with that?

19 MS. SHOCKET: No, I don't agree with that.

20 MS. BALDANZI: Let me get at this another
21 way. There are instances where the AT&T technician
22 would show up and attempt an installation for a

1 customer involving a number of port from Verizon,
2 and there are any number of reasons why the
3 installation might not be able to be completed.

4 Now, I understand that there is a process
5 by which AT&T can request a delay, and that delay,
6 am I right, would involve--okay.

7 But aren't there also instances where the
8 AT&T technician, during the off-hours, would
9 require snap-back support in order to protect the
10 customer's dial tone?

11 MS. SHOCKET: Well, if you're talking
12 about porting over the weekend, which is off-hours
13 for us, since we don't due-date our number
14 portability orders on the weekend, and we don't do
15 our translation work to remove the translations
16 from our switch until Monday at 11:59 p.m. or
17 later, then there would be no need to snap-back
18 that number from a coordination perspective. That
19 would be in control of the AT&T technician.

20 MS. BALDANZI: How about if AT&T were to
21 attempt an installation Tuesday evening at six or
22 seven o'clock in the evening and for whatever

1 reason the installation didn't go through, the
2 translation would be removed from Verizon's switch
3 at 11:59 Tuesday night, unless there were support
4 and coordination from Verizon, including possibly
5 the need for snap-back?

6 MS. SHOCKET: Our offices that handle the
7 coordination are open until 7:00 at night. We
8 would hope that you could get back to us at 7:00 at
9 night. If, indeed, you couldn't get back to us,
10 you could call our hot-cut telephone number and ask
11 that the order be held, and the hot cut office
12 would make every attempt to hold that order so it
13 wouldn't get completed at 11:59 that night.

14 MS. BALDANZI: And when the hot cut office
15 holds that order, that means that the hot cut
16 office would provide the support that we need after
17 the business--after the office is half closed, and
18 that support may very well include ensuring that
19 the translation remains in Verizon's switch?

20 MS. SHOCKET: If they can reach a
21 technician and the technician can hold that order,
22 yes.

1 MS. BALDANZI: So, just to summarize what
2 I think I'm hearing, Verizon does provide snap-back
3 support off-hours; is that accurate?

4 MS. SHOCKET: If they can reach a
5 technician and--at that time, we will try to hold
6 the order, yes.

7 MS. BALDANZI: Thank you.

8 Now, in your rebuttal testimony at page
9 22, Verizon states, (reading) In practice, Verizon
10 agrees to the three-day interval for simple ports,
11 and Verizon times that interval from the receipt of
12 an accurate LSR, not from the transmission of the
13 FOC to the requesting service provider.

14 Is that correct?

15 MS. SHOCKET: Yes.

16 MS. BALDANZI: Isn't it true that neither
17 Verizon's stated procedures nor its proposed
18 contract language reflect this practice?

19 MS. SHOCKET: Well, our contract language
20 doesn't include intervals because our intervals are
21 posted on our web, and they're standard for all the
22 CLECs that we do business with.

1 And it doesn't explicitly say that the FOC
2 interval is included in the three business day
3 interval, but it does not say it's not, either.
4 And I believe we have changed our interval Web site
5 just recently to include the explicit language that
6 the FOC interval is included in the three business
7 day interval.

8 MS. BALDANZI: Okay. In your direct
9 testimony at page 31, you state that it has been
10 Verizon Virginia's experience that ports often do
11 not take place on the committed due date.

12 Assuming that is true, wouldn't you agree
13 that obtaining confirmation from NPAC is a
14 supplemental step in addition to the LSR process
15 which would ensure that the port has been activated
16 before the losing carrier removes the translation
17 from the switch?

18 MS. SHOCKET: No, I wouldn't agree with
19 that. We take our requests from the CLEC through
20 the LSR process that has been established by the
21 industry ordering and billing forum, and we take
22 the request, we confirm the request, we set up the

1 work to be completed on that day.

2 And if there is a change in that work
3 request and the confirmed due date, then we need to
4 hear that from the responsible CLEC.

5 MS. BALDANZI: Are you aware that SBC has
6 recently agreed that it will not remove the
7 translations from the switch until confirming the
8 activation of the port with NPAC?

9 MS. SHOCKET: I'm not aware of what they
10 agree to.

11 MS. BALDANZI: Would you accept it subject
12 to check?

13 MS. SHOCKET: It's not my company. I
14 don't know how they operate.

15 MS. BALDANZI: Thank you.

16 You would agree, wouldn't you, that there
17 are no established industry guidelines for large or
18 complex L&P orders?

19 MS. SHOCKET: Yes, I would agree with
20 that.

21 MS. BALDANZI: You're aware from Mr.
22 Pfau's testimony that companies, including AT&T,

1 do, in fact, commit to a five-day interval for
2 orders to port 200 or more numbers within five
3 days?

4 MS. SHOCKET: I read that in his
5 testimony, yes.

6 MS. BALDANZI: Wouldn't you agree with the
7 fact that carriers such as AT&T commit to a
8 five-day interval for porting more than 200 members
9 demonstrates that it's technically feasible?

10 MS. SHOCKET: It may be technically
11 feasible for some requests but not for all
12 requests.

13 MS. BALDANZI: Now, you also state that
14 large business customers don't make fast decisions
15 and therefore there is no need for AT&T to have a
16 five-day committed interval for porting more than
17 200 lines.

18 Do you recall that in your testimony?

19 MS. SHOCKET: Yes, I do.

20 MS. BALDANZI: Regardless of whether or
21 not that opinion is true, wouldn't you agree that
22 if AT&T could commit to a five day interval, that

1 commitment might very well be one of several
2 factors that convinces a large business customer to
3 switch from Verizon to AT&T?

4 MS. SHOCKET: No, I couldn't agree to
5 that.

6 MS. BALDANZI: One last line of inquiry.
7 You state that a partial port may require
8 significant network translations and rearrangement.
9 You discuss the need for manual work, you discuss
10 the need for a technician to complete the
11 translation work.

12 I would like to introduce data
13 request--Verizon's response to AT&T data request
14 11-4, which I'm not sure which exhibit number it
15 is. It would be AT&T Exhibit 25, please.

16 (AT&T Exhibit No. 25 was
17 marked for identification.)

18 MS. BALDANZI: Now, in this data request,
19 and I'm summarizing, AT&T asked you to provide some
20 data for a one-month period. We asked you to tell
21 us how many ports within that one month required
22 manual work or a technician's attention, and would

1 you agree with me that you responded that you do
2 not keep these records?

3 MS. SHOCKET: Yes, we do not keep these
4 records.

5 MS. BALDANZI: We asked you how many
6 reports risked overloading or actually overloading
7 the download links from NPAC. Would you agree you
8 responded no ports during that one-month period
9 risked overloading the download links from NPAC?

10 MS. SHOCKET: That's correct.

11 MS. BALDANZI: In short, is it accurate to
12 say that you have no record evidence apart from the
13 statement in your testimony, there is no record
14 evidence supporting the assertion that ports of
15 large number of lines posed significant technical
16 problems with provisioning?

17 MS. SHOCKET: As far as technical problems
18 with provisioning, I don't think I ever stated
19 that, but there could be reasons why the activity
20 would take a lot longer than five days, and it has
21 to do with the planning of network rearrangements,
22 billing changes, and those type of activities when

1 there is a partial port.

2 MS. BALDANZI: But in response to our data
3 requests, you were unable to provide data to
4 support that assertion; is that correct?

5 MS. SHOCKET: We don't keep a record of
6 it. And one of the reasons why we don't have
7 problems with it is because we do plan for those
8 very large ports in advance.

9 MS. BALDANZI: Just to go back one point,
10 you mentioned a few minutes ago that you recently
11 changed the intervals and posted them on your Web
12 site.

13 MS. SHOCKET: I didn't change the
14 intervals. We changed the verbiage on the interval
15 to explicitly indicate that the firm order
16 confirmation is included in the three business day
17 interval, which was already on the Web site.

18 MS. BALDANZI: That confirms, then, that
19 the three-day interval runs from the receipt of an
20 accurate LSR?

21 MS. SHOCKET: Yes, it does.

22 MS. BALDANZI: Could Verizon change that

1 interval back?

2 MS. SHOCKET: We would have no reason to
3 change that interval. It never included an
4 additional day for the FOC. It always included the
5 interval timing starting from receipt of the clean,
6 accurate LSR.

7 MS. BALDANZI: But could you change it, if
8 you so chose?

9 MS. SHOCKET: We would not do that. We
10 might improve it if over time we find out the
11 intervals could be shortened, but we wouldn't
12 advise the industry that we were lengthening it,
13 which is a degradation of service, without first
14 notifying the industry.

15 MS. BALDANZI: And in the event that you
16 did lengthen the interval, would that process be
17 subject to change control?

18 MS. SHOCKET: I'm not exactly sure if it
19 would be in change control, but that's a very
20 hypothetical, and we would not lengthen the
21 interval.

22 MS. BALDANZI: Thank you.

1 I have one last point to make, and I
2 apologize for not catching this. The reference to
3 exhibit AT&T Exhibit Number 25, that contains
4 proprietary material, and I apologize for that.

5 And with that I would like to move AT&T
6 Exhibit Number 25 into evidence.

7 MR. GARY: Wait a minute. You're saying
8 25 contains--

9 MS. BALDANZI: It's marked on the second
10 page, "This information is proprietary."

11 MR. DYGART: Was any of that discussed in
12 your--

13 MS. BALDANZI: The only thing that was
14 discussed--

15 MR. GARY: Could we not move it into
16 evidence? If it's in evidence, it's open to
17 everyone.

18 MS. FARROBA: You could seal it.

19 MR. DYGART: It may be easier for you to
20 give us a public version of this to be included in
21 the record, if you didn't examine on a portion that
22 includes proprietary information.

1 MS. BALDANZI: I think I would have to ask
2 Verizon to create the public document because I'm
3 not sure which of the information in here would be
4 proprietary and which would not be proprietary.

5 MR. GARY: It's all proprietary.

6 MS. BALDANZI: Okay.

7 MR. KEFFER: Could we mark it as a
8 proprietary exhibit? There's a lot of stuff in the
9 record that's proprietary.

10 MR. DYGART: Yes.

11 MR. GARY: So, this gets sealed somehow?

12 MS. FARROBA: Yes.

13 MR. GARY: That's fine.

14 MS. FARROBA: What we are trying to
15 determine is whether we need a sealed portion of
16 the transcript, as well.

17 MS. BALDANZI: The only thing that I said,
18 I referred to the phrase at A-3, and I referred to
19 the phrase at A-7 and 8.

20 MR. GARY: Right. That's okay.

21 MS. BALDANZI: If that's okay.

22 MR. GARY: I agree with you. The numbers

1 were not okay. The transcript is okay.

2 (AT&T Exhibit No. 25 was
3 admitted into evidence.)

4 MS. FARROBA: We just have to deal with
5 this as referring to the actual exhibit but not
6 necessarily the transcript?

7 MR. GARY: Yes.

8 MS. BALDANZI: I apologize for the
9 oversight. And I have no more questions for
10 Ms. Shocket.

11 MR. GARY: One question on redirect.

12 MR. DYGART: Before you do that, let me
13 ask you, did you intend to mark and move Verizon 35
14 into evidence?

15 MR. GARY: I do.

16 MR. DYGART: No objection from AT&T?

17 MS. BALDANZI: No, sir.

18 (Verizon Exhibit No. 35 was
19 admitted into evidence.)

20 REDIRECT EXAMINATION

21 MR. GARY: Ms. Shocket, one question. You
22 stated in response to Ms. Baldanzi's question that

1 you did not agree that installation of lines on
2 weekends was equivalent to porting.

3 MS. SHOCKET: That's correct.

4 MR. GARY: Why not?

5 MS. SHOCKET: Well, installations take a
6 different work force group than porting.
7 Installations on the prearranged basis that's
8 available to our customers in Virginia require that
9 a field technician be assigned to that installation
10 request, and therefore it needs to be prearranged
11 in advance to make sure that the resources, Verizon
12 resources, are available.

13 Porting does not require a field
14 technician. Porting is done inside, and in most
15 parts it's a mechanized process for the very simple
16 ports.

17 And the staff that we have to do that on
18 the weekends is greatly reduced, and the center
19 that handles the support for CLEC coordination is
20 not opened on Saturdays and Sundays, so there
21 really is no one in that organization available to
22 handle the support.

1 MR. GARY: Thank you.

2 MR. DYGART: All right. I think we are
3 ready for staff questions. Alexis.

4 QUESTIONS FROM STAFF

5 MS. JOHNS: Thank you. For the record,
6 this is Alexis Johns from the Common Carrier Bureau
7 Policy Division, and I only have a very few
8 questions. Starting with issue V-12, which is, as
9 stated by AT&T, should Verizon be required to
10 support off-hours number reporting.

11 Verizon refers in Exhibit 15 at page 26,
12 which is your rebuttal testimony, Ms. Shocket, that
13 the New York Public Service Commission recently
14 approved a weekend porting solution.

15 MS. SHOCKET: Yes.

16 MS. JOHNS: Is that the same weekend
17 porting solution that AT&T refers to as being in
18 place in Pennsylvania and Massachusetts? That's in
19 AT&T Exhibit 6 pages 13 through 15?

20 MS. SHOCKET: Yes.

21 MS. JOHNS: Would Verizon have problem
22 with that same porting solution being put in the